

UF ENGAGEMENT AGREEMENT
The University of Florida, Gainesville, Florida

Invoice/SAR # 2000219 Event Permit # _____

This Engagement Agreement is entered into this 20th day of September, 2019 ("Agreement"), between the University of Florida Board of Trustees, a public body corporate of the State of Florida, for and on the behalf of ACCENT Speaker's Bureau at the University of Florida ("UF"), and N/A, through its agent, Tru Media LLC ("PRODUCER"), furnishing the services of Donald Trump Jr. and Kimberly Guilfoyle ("ARTIST").

UF and PRODUCER (collectively the "Parties" or individually the "Party") mutually agree as follows:

1. **ENGAGEMENT:** UF hereby engages PRODUCER to furnish the services of ARTIST, as described herein ("Engagement" or "Performance"), upon all terms and conditions herein set forth, including without limitation, any and all addenda, ARTIST riders, and exhibits referenced herein, attached hereto and fully incorporated herein by reference.
2. **ENGAGEMENT VENUE(S):** University of Florida University Auditorium
3. **DATE OF ENGAGEMENT:** October 10, 2019
4. **TIME OF ENGAGEMENT:** 6:00PM to 8:00PM
5. **ARRIVAL TIME:** 5:30PM
6. **LOAD-IN:** N/A; **LOAD-OUT:** N/A
7. **TECHNICAL REHEARSALS TIMES:** Begin by N/A and be completed no later than N/A on the date of the performance(s).
8. **COMPENSATION:** UF shall pay \$50,000.00 USD Flat Guarantee, via UF check to either ARTIST or PRODUCER, as specified in the ARTIST Rider (if applicable), attached hereto as Exhibit "A", within thirty (30) business days following the Engagement. UF shall not be responsible for the payment of royalties, union fees, welfare or insurance obligations, or any other obligation not specifically stated in this Agreement.
9. **PRODUCTION AND CATERING:**
 - a) Production Contact: David Snyder
 - b) Production and catering details contained within Exhibit A (if applicable). ARTIST's specific technical requirements including, but not limited to, specific electrical power, amplification equipment, piano or other musical instruments, stage requirements, and other equipment or technical services needed, must be provided to UF by ARTIST at least 7 Business Days prior to the event and must be specifically agreed to in writing by PUCHASER and made a part of this Agreement. Unless otherwise indicated and at ARTISIT's request, UF shall provide for grips and stage labor to set up and remove any stage, and to load and unload all equipment to be used in the performance(s) covered by this Agreement.
 - c) ARTIST agrees to provide all equipment and services, except as otherwise provided herein. UF agrees to provide the reasonable equipment and services per advance detailed in Exhibit A (if applicable).
 - d) ARTIST or PRODUCER shall notify UF at least 7 days prior to the Engagement of the expected time of arrival of ARTIST's materials and/or ARTIST's crew.
 - e) The ARTIST must arrive in Gainesville, Florida, and notify Henry Fair at 704-430-6186 or UF at a mutually agreed upon time by UF and ARTIST. Unless UF is notified of delayed arrival time at least 4 hours before the Engagement time, UF shall have the unilateral option to terminate this Agreement without liability to UF.
10. **TRANSPORTATION AND ACCOMMODATIONS:** All transportation and accommodations for ARTIST and PRODUCER, including without limitation, their staff, employees, agents and family members is ARTIST'S or PRODUCER'S responsibility. Transportation and accommodations include, but are not limited to, hotel, air travel, air freight and excess baggage, ground transportation, meals and other incidentals.
11. **SCALING AND TICKETS:** (if applicable)
 - a) UF agrees that written consent of PRODUCER is required prior to inclusion of ARTIST'S Performance hereunder in a subscription or other type of series.
 - b) UF shall not commit ARTIST to any interviews, promotional or other appearances, meet and greets, etc. without PRODUCER'S prior written approval.
 - c) UF agrees to provide tickets for the Performance(s) covered by this Agreement and to offer said tickets for sale at locations to be determined by UF. Tickets for the Performance shall be scaled at the following prices:
UF Student tickets at \$0.00 each
General Public tickets at \$0.00 each
Other N/A tickets at \$0.00 each
 - d) UF further agrees to provide ticket-takers, door guards, and ushers, as deemed necessary by UF, to supervise admission to the Performance(s).
 - e) For complimentary tickets, ARTIST must provide list of persons or organizations receiving such tickets to UF prior to the date tickets go on sale. The number of complimentary tickets will be determined by mutual written agreement between UF and ARTIST or PRODUCER.
12. **MERCHANDISING:** N/A/N/A split – UF N/A%
13. **FACILITIES:**
 - a) UF agrees to furnish, at its sole cost and expense on the date(s), time(s), and location(s) of the Engagement as stated above in Sections 2 and 3, all that is necessary for the proper and lawful presentation of the Engagement, in accordance with industry standards and including without limitation, a suitable venue that is temperature controlled, ventilated, lighted, clean and in good order, stage curtains and all necessary sound equipment in working condition including amplifiers, microphones in number and quantity as required by PRODUCER, dressing rooms (clean, comfortable, heated and air-conditioned, near the stage), all necessary electricians and stage hands, all necessary lighting, tickets, house programs, all required licenses (including musical performing rights), adequate security, ushers, ticket sellers (if applicable). UF shall pay all other necessary expenses in connection therewith.
 - b) UF agrees to provide law enforcement and other security personnel as needed, in UF's sole discretion.
 - c) UF shall provide for routine clean-up and janitorial maintenance of the facilities used for the Performance(s) and shall provide custodial personnel as necessary for such purpose.
 - d) UF will further provide, at its sole cost and expense, all reasonable equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in Exhibit A or an attached ARTIST Rider, if applicable, unless otherwise agreed by PRODUCER and UF in writing.
 - e) UF shall comply with all applicable laws and regulations pertaining to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).
 - f) UF, PRODUCER and ARTIST are jointly responsible for providing a safe environment for the Engagement, including but not limited to the following: staging, stage covering, grounding, supervision and direction of the Engagement, and security. The percentage of responsibility for each Party shall be directly related to the decision-making authority or production control set forth herein or in Exhibit A or Artist Rider.
14. **PRODUCTION CONTROL:**
 - a) PRODUCER shall have the creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including but not limited to the details, means, methods of the performance, and PRODUCER shall have the right to designate and change the performance personnel other than the ARTIST specified herein, so long as the performance personnel and sound volume/decibel level have been approved in writing by UF.
 - b) UF reserves the right to make announcements at the performance(s) and to take any other steps deemed necessary by UF to protect the safety or welfare of those in attendance.